

ORIGINAL

NEW APPLICATION



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RECEIVED



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AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission  
DOCKETED

APR -3 2014



April 3, 2014

Docket Control  
Arizona Corporation Commission  
1200 W. Washington  
Phoenix, AZ 85007

T-01051B-14-0119  
T-02432B-14-0119

Re: In the Matter of Adoption of the Relative Use Factor Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Sprint Communications Company L.P. for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Sprint Communications Company L.P. ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms and conditions relating to relative use factor, described in Section 7, into the Interconnection Agreement. The Agreement was approved by the Commission on April 15, 2004, by operation of law, Docket Nos. T-01051B-04-0030 and T-02432B-04-0030.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

NGC/bardm

Enclosure

April 3, 2014

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cc:     Ralph Smith  
          Manager, Carrier Interconnection Management  
          Sprint Nextel  
          6240 Sprint Parkway  
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          Overland Park, KS 66251

Bret Lawson  
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Sprint Nextel  
6450 Sprint Parkway  
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Overland Park, KS 66251

**Relative Use Factor Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Sprint Communications Company L.P.  
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Sprint Communications Company L.P. ("CLEC"), a Delaware limited partnership. CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Arizona, that was approved by the Commission in April 2004; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions relating to relative use factor, described in Section 7 of the Agreement, as set forth below:

**The following Section is hereby added to the Agreement:**

7.3.2.4 In accordance with Section 7.3.1.1.3.1 and Section 7.3.2.2.1 of this Agreement, and subject to the reservation of rights in Section 2.2, the Parties to this Agreement agree to share the cost of the LIS two-way EF and the LIS two-way DTT facility by applying a relative use factor for CLEC responsibility of eighty-one percent (81%), effective October 18, 2013. The Parties respectively acknowledge that this modified relative use factor is a negotiated factor representing a compromise of a disputed issue. This compromise is not an admission by CLEC that such modification is either required by or consistent with the FCC's orders and rules. CLEC reserves its right to argue, in any forum, that the cost of a facility should be shared equally, regardless of the underlying traffic patterns on that facility. Should CLEC file a contested case proceeding to dispute the application of the relative use factor, the results of such proceeding will be prospective from the date of such filing.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Sprint Communications Company L.P.**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Douglas B. Ball*  
BA9CA8C656864B3...

Signature

Doug Ball  
Name Printed/Typed

Director – Switched Access  
Title

3/31/2014

Date

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

3/31/2014

Date